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2
3 THE HONORABLE JOHN C. COUGHENOUR
4

5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON

7 ZHIJIE ZHU, individually,

8 Plaintiff,

9 vs.

10 SHU-MEI WANG and BEIJING MEN, as
11 individuals, wife and husband, and the marital
12 community composed thereof; JAMES
13 THORPE and KIMBERLY THORPE, as
14 individuals, husband and wife, and the marital
15 community composed thereof; SETH HECK
16 and JANE DOE HECK, as individuals,
17 husband and wife, and the marital community
18 composed thereof; NORTHLAKE CAPITAL
19 and DEVELOPMENT, LLC, a Washington
20 limited liability company; 183RD SHORELINE
21 APARTMENTS, LLC, a Washington limited
22 liability company; 5326 ROOSEVELT WAY,
23 LLC, a Washington limited liability company;
and 4206 7TH AVE, LLC, a Washington
limited liability company,

Defendants.

CASE NO. 2:23-cv-01395-JCC

JOINT STATUS REPORT OF THE
PARTIES' COUNSEL

20 COMES NOW the undersigned counsel on behalf of the parties and hereby submit the
21 following Joint Status Report and Discovery Plan, pursuant to the Court's Minute Order entered
22 on September 20, 2023 (Dkt. No. 6). The parties provide as follows:
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1 1. **A statement of the nature and complexity of the case.**

2 1. Nature and Complexity of the Case

3 This civil action involves the Plaintiff's allegation that the Defendants breached various
4 Promissory Notes, and made misrepresentations to induce the Plaintiff to enter into those
5 Promissory Notes. Defendants generally deny these claims. At its core, this is a breach of
6 contract matter, that is not particularly complex, but for the number of parties.

7 2. Proposed Deadline for Joining Additional Parties

8 March 1, 2024.

9 3. Consent to Assignment to United States Magistrate Judge

10 No.

11 4. Discovery Plan

12 (A) *Initial Disclosures*: The parties agree to an extended deadline of November 13,
13 2023.

14 (B) *Subjects, Timing, and Potential Phasing of Discovery*: The parties anticipate taking
15 discovery, including depositions, interrogatories, and requests for production
16 concerning the loans from Bank of America.

- 17 • The parties do not believe that there is a need for separate phases of
- 18 discovery.
- 19 • The parties respectfully submit that discovery should be complete by
- 20 January 21, 2025.

21 (C) *Electronically Stored Information*: The parties do not anticipate any issues about
22 disclosure. At this time, because this case is at the onset of discovery, the parties do

not anticipate complex issues of ESI. However, as discovery progresses, this may change.

(D) *Privilege Issues*: The parties do not anticipate employing confidentiality or protective orders. When appropriate, the parties will claim the attorney-client privilege and other applicable privileges, and maintain and produce a contemporaneous privilege log.

(E) *Proposed Limitations on Discovery*: No changes should be made in the limitations on discovery imposed under the Federal Rules of Civil Procedure.

(F) *Need for any Discovery Related Orders*: The parties do not require any other orders under Rule 26(c) or 16(b) at this time.

5. Topics set forth in Local Civil Rule 26(f)(1)

(A) *Prompt Case Resolution*: The parties plan on promptly engaging in discovery. The parties further agree to stipulate to as many facts as possible.

(B) *Alternative Dispute Resolution*: After the commencement of discovery, the parties are amenable to engaging in ADR or a settlement conference, and at that time will schedule the same.

(C) *Related Cases*: There are no related cases.

(D) *Discovery Management*: The parties plan on promptly engaging in discovery. The parties agree to attempt to resolve discovery disputes informally before contacting the Court.

(E) *Anticipated Discovery Sought*: Both parties anticipates taking discovery on the circumstances leading to the loans from Plaintiff and any repayment on said loans. Discovery will likely consist of propounding written discovery and taking

depositions, although the parties reserve the right to conduct additional discovery thereafter based upon what is learned through initial discovery.

(F) *Phasing Motions*: The parties do not believe phasing motions is necessary in this case.

(G) *Preservation of Discoverable Information*: At this time, the undersigned counsel do not anticipate any issues related to preservation of discoverable information.

(H) *Privilege Issues*: The parties agree to handle inadvertent disclosures of privileged or protected information as set forth in Fed. R. Evid. 502(b)(3) and Fed. R. Civ. P. 26(b)(5)(B).

(I) *Model Protocol for Discovery of ESI*: At this time, the undersigned counsel do not anticipate the need to adopt the Court's Model ESI Agreement.

(J) *Alternatives to Model Protocol*: Not applicable.

6. The date by which discovery can be completed

Fact Discovery completed by: November 15, 2024.

Expert Reports Due: December 2, 2024.

Rebuttal Expert Reports Due: December 20, 2024.

Expert Depositions completed by: January 21, 2025.

Discovery Cut-off: January 21, 2025.

7. Bifurcation

The parties agree that the case should not be bifurcated.

8. Pretrial Statements and Pretrial Order

The parties agree that the pretrial statements and pretrial order called for by Local Civil Rules 16(e), (h), (i), and (k), and 16.1 should not be dispensed with.

1 9. Other Suggestions for Shortening or Simplifying the Case

2 None at this time.

3 10. The date the case will be ready for trial

4 Week of March 3, 2025.

5 11. Whether the Trial will be Jury or Non-Jury

6 The parties agree to extend the deadline to request a jury trial until March 1, 2024, to
7 continue discussion regarding whether a jury should hear this case.

8 12. Number of Trial Days Required

9 Seven (7) days. The parties further note that they agree to stipulate to as many facts as
10 possible for trial purposes also.

11 13. The names, addresses, and telephone numbers of all trial counsel

12 For Plaintiff Zhu:

13 **Daniel J. Frohlich**

14 DICKSON FROHLICH PHILLIPS BURGESS, PLLC

15 1200 East D Street

16 Tacoma, WA 98421

17 Telephone: 253-572-1000

18 Email: dfrohlich@dfpblaw.com

19 For Defendants James

20 Thorpe, Kimberly Thorpe, Seth

21 Heck, Northlake Capital and

22 Development, LLC, 183rd Shoreline

23 Apartments, LLC, 5326 Roosevelt

Way, LLC and 4206 7th Ave LLC:

Danial D. Pharris

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*For Defendants Shu-Mei Wang
and Beijing Men:*

David R. Ebel

SCHWABE, WILLIAMSON & WYATT, P.C.

1420 5th Avenue, Suite 3400

Seattle, WA 98101-4010

Telephone: 206-622-1711

Email: debel@schwabe.com

14. Dates on which the trial counsel may have complications in setting a trial date

Counsel with school age children may have issue with mid-winter break.

15. Issues Regarding Service of Process

All named defendants in this case have been served.

16. Scheduling Conference

The parties provide that a scheduling conference before the Court enters a scheduling order is not needed in this case.

17. Disclosure Statement by Nongovernmental Corporate Parties

Defendants Northlake Capital and Development, LLC, 183rd Shoreline Apartments, LLC, 5326 Roosevelt Way, LLC, and 4206 7th Ave LLC, filed a Corporate Disclosure Statement on October 5, 2023. Dkt. No. 8.

Respectfully submitted on 18th day of December 2023.

DATED this 18th day of December 2023.

DICKSON FROHLICH
PHILLIPS BURGESS, PLLC.

By: /s/ Daniel J. Frohlich
DANIEL J. FROHLICH, WSBA #31437
Attorney for Plaintiff Zhu

DATED this 18th day of December 2023.

SCHWABE, WILLIAMSON & WYATT,
P.C.

By: /s/ David R. Ebel
David R. Ebel, WSBA #28853
Karleen J. Scharer, WSBA #48101
Attorneys for Defendants Shu-Mei Wang
and Beijing Men

1 DATED this 18th day of December 2023.

2 LASHER HOLZAPFEL
3 SPERRY EBBERSON PLLC

4 By: /s/ Danial D. Pharris
5 Danial D. Pharris, WSBA # 13617
6 Paul J. Spadafora, WSBA # 49777
7 Attorneys for Defendants James
8 Thorpe, Kimberly Thorpe, Seth
9 Heck, Northlake Capital and
10 Development, LLC, 183rd Shoreline
11 Apartments, LLC, 5326 Roosevelt
12 Way, LLC and 4206 7th Ave LLC
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